

MCI  
ATTN: Marcel Henry  
Vice President – National Carrier and Contract Management  
5055 North Point Parkway  
Alpharetta, GA 30022

October 9, 2003

RE: Opt-In to existing Interconnection Agreement

Dear Mr. Henry:

CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, LLC, CenturyTel of Monroe County, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of the Midwest-Wisconsin, LLC, and CenturyTel of Wisconsin, LLC (referred to as "CenturyTel") have received a request from MCImetro Access Transmission Service LLC (referred to as "MCI"), stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), MCI wishes to adopt the terms of the Interconnection Agreement between CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, LLC, CenturyTel of Monroe County, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of the Midwest-Wisconsin, LLC, and CenturyTel of Wisconsin, LLC and Level 3 Communications, LLC ("Level 3") that was approved by the Public Service Commission of Wisconsin as an effective agreement in the State of Wisconsin in PSCW Docket 05-MA-130 (the "Terms"). This letter shall confirm that you have a copy of the Terms. Please note the following with respect to MCI's adoption of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following points, except where noted in the postscript by MCI below:

1. Except as set forth below, MCI adopts the Terms of the Level 3 agreement for interconnection with CenturyTel and in applying the Terms, agrees that MCI shall be substituted in place of Level 3 in the Terms wherever appropriate.
2. MCI requests that notice to MCI as may be required under the Terms shall be provided as follows:

To: MCImetro Access Transmission Service LLC  
Attn: Vice President – National Carrier  
& Contract Management  
5055 North Point Parkway  
Alpharetta, GA 30022  
Telephone number (678) 259-5456  
Facsimile number (678) 259-5446

with copies to: MCImetro Access Transmission Service LLC  
Chief Technology & Network Counsel  
1133 19<sup>th</sup> Street, N.W.  
Washington, DC 20036  
Telephone number (202) 736-6578  
Facsimile number (202) 736-6903

MCImetro Access Transmission Service LLC  
Attn: Senior Manager - Carrier Agreements  
2678 Bishop Drive, Suite 200  
San Ramon, CA 94583  
Telephone number (925) 824-2078  
Facsimile number (925) 244-1334

MCImetro Access Transmission Service LLC  
Attn: Counsel – Network & Facilities  
5055 North Point Parkway  
Alpharetta, GA 30022  
Telephone number (678) 259-2676  
Facsimile number (678) 259-5408

3. MCI represents and warrants that it has obtained or will obtain authority from the Public Service Commission of Wisconsin to provide local exchange service within each CenturyTel Wisconsin Incumbent Local Exchange prior to operating in each exchange and that its adoption of the Terms will cover services in the State of Wisconsin only.
4. MCI's adoption of the Level 3 Terms shall become effective upon CenturyTel's filing of this letter with the Public Service Commission of Wisconsin and shall terminate on December 31, 2004 pursuant to the Level 3 Terms.
5. As the Terms are being adopted by you pursuant to your statutory rights under Section 252(i), CenturyTel does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by CenturyTel of the Terms does not in any way constitute a waiver by CenturyTel of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyTel of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of MCI 252(i) election.
6. Unless an explicit exemption is created with the Terms, the Terms shall be subject to any and all applicable laws, rules, or regulations, including those that subsequently may be prescribed by federal, state, or local government authority, including actions taken by the Public Service Commission of Wisconsin in Docket No. 05-MA-130, or any court on appeal thereof. The Parties agree to modify, in writing, the affected term(s) and condition(s) of the Terms as necessary to conform them with such law, rule or regulation. If the Parties are unable to agree to such a written amendment, either Party may seek Dispute Resolution according to the Terms.

7. CenturyTel and MCI differ as to whether MCI can opt into the second paragraph of Section 3.2.1 of Part V-2 of the Terms which establishes Bill-and-Keep as the intercarrier compensation mechanism for ISP-Bound traffic. In particular, CenturyTel and MCI disagree over whether the FCC's ISP Remand Order and paragraph 82 of the order in particular allows a Section 252 (i) adoption of interconnection agreement provisions incorporating the FCC's intercarrier compensation regime of ISP-Bound Traffic. CenturyTel will provide MCI services subject to Article V Section 3.2.1 consistent with Commission's decisions in Docket No. 05-MA-130 and subsequent Commission staff directives under protest and reserves all rights and remedies under law, including any that might provide for retroactive application of an alternative compensation mechanism of ISP-bound traffic exchanged between CenturyTel and MCI.
8. CenturyTel reserves the right to deny any MCI adoption and/or application of the Terms, in whole or in part, at any time:
  - (a) when the costs of providing the Terms to MCI are greater than the costs of providing it to Level 3;
  - (b) if the provision of the Terms to MCI is not technically feasible; and/or to the extent MCI already has an existing interconnection agreement (or existing 252(i) adoption with CenturyTel and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the existing 252(i) adoption).
9. Should either party attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, the other party reserves its rights to seek appropriate legal and/or equitable relief.
10. The Parties acknowledge that CenturyTel is entitled to maintain that it is a rural telephone company (as defined in 47 U.S.C. 153) as provided by 47 U.S.C. 251(f). By entering into this Agreement, CenturyTel is not waiving its right to maintain at some point during the term of this Agreement that it is a rural telephone company entitling it to exemption under 47 U.S.C. 251 (f).

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return to Francis J. Runkel, Regional Manager of Carrier Relations, 333 North Front Street, La Crosse, WI 54601.

Sincerely,

CenturyTel of Fairwater-Brandon-Alto, LLC  
CenturyTel of Forestville, LLC  
CenturyTel of Larsen Readfield, LLC  
CenturyTel of Monroe County, LLC  
CenturyTel of Northern Wisconsin, LLC  
CenturyTel of Northwest Wisconsin, LLC  
CenturyTel of Southern Wisconsin, LLC  
CenturyTel of the Midwest- Wisconsin, LLC  
CenturyTel of Wisconsin, LLC

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Guy Miller, Director, Carrier Relations

Date signed:\_\_\_\_\_

MCI – Mr. Marcel Henry  
October 9, 2003  
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Reviewed and countersigned as to points 1 to 4, 9. MCI acknowledges CenturyTel's position statements of paragraphs 5 to 8 and 10 above ("CenturyTel's Statements of Position"), but MCI (i) does not necessarily agree with them, (ii) reserves all rights to dispute any and all of CenturyTel's Statements of Position, and (iii) asserts that CenturyTel's Statements of Position do not, and should not be used to, change or alter the underlying Level 3 terms adopted by MCI.

MCImetro Access Transmission Service LLC

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Marcel Henry, Vice President  
National Carrier and Contract Management

Date signed:\_\_\_\_\_